



### REQUEST FOR GRANT FUNDING

Parent/Adult Grantee's Name	What resource will T28G funding be used for?
Mailing Address:	User's Name and Date of Birth
Parent/ Adult Grantee's email address:	Contact phone number:
Annual household income:	Neurologist's Name:
Family Size:	
Neurologist's Email:	Neurologist's Mailing Address:

How did you hear about Twelve 28 Gives?

Why and for whom are you seeking this resource?



What is the background for your financial need/challenges?

Have you received financial assistance from another charity or organization for a device? Yes/No If yes, please describe the assistance you received and the name of the device:

At this time Twelve 28 Gives is only able to provide a grant for reimbursement. Once you provide a receipt and a photo of the grant recipient, the grant will be issued.

\_\_\_\_ initial here

I understand that if I am seeking an Embrace2, the person wearing the watch must own a smartphone. The person wearing the watch cannot use the parent/caregiver's phone, as parent/caregiver will need a separate smartphone to receive the text alarm.

\_\_\_\_ initial here

I understand that if I am seeking the Embrace 2 that I must have a prescription and will attach a copy to this application. Keep the original as you will need it to place your order with Empatica.

\_\_\_\_ initial here



Twelve 28 Gives strives to assist individuals and families living with seizure disorders. With an approved request for funding, Twelve 28 Gives will provide funding to the Grantee so they may gain access to a particular device (Embrace 2) that the Grantee, in collaboration with the Grantee's medical professionals, independently deem appropriate. Any money provided as a result of the Request for Funding will result in Twelve 28 Gives providing a financial grant to the Grantee. Twelve 28 Gives does not direct, limit, participate or manage the decision-making or purchase of the device.

While no device has been proven to prevent epilepsy-related mortality (including SUDEP), Twelve 28 Gives is devoted to seeking out resources that may help families living with epilepsy.

Unless noted, many device resources are consumer products and not medical devices. Twelves 28 Gives encourages and strongly recommends communication with the manufacturer of the device as well as consultation with medical professionals. Twelve 28 Gives does not warrant any device, manufacturer, product, parts, medicine, diet, or treatment and is not a manufacturer, distributor, seller, reusentative, or broker of any product including those listed on the website. Twelve 28 Gives only offers introductory information about the device and the Grantee agrees that Twelve 28 Gives shall not be responsible for the results and consequences of the use of the Funds to purchase the device. \_\_\_\_\_ **Initial Here**

#### **WAIVER AND RELEASE OF LIABILITY**

As a condition and in consideration of receiving funds, I acknowledge, understand and agree as follows:

1. I am voluntarily submitting the Request For Funding and I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility and any resulting financial obligation for the use of any treatment or device purchased and any claims, injury, loss, damages, costs caused by purchased device.
2. I understand and agree that the funds provided by Twelve 28 Gives are a financial grant only based upon the information provided in this Request for Grant Funding. Twelve 28 Gives does not provide any advice about treatments or use or maintenance of any device. Twelve 28 Gives does not provide any warranties and we disclaim in full any warranties either express or implied, to the fullest extent permissible. The Requestor agrees that Twelve 28 Gives has not provided any advice about treatments, use or maintenance of any device.
3. I, for myself and on behalf of anyone using or benefiting from the use of the funds, including heirs, assigns, personal representatives, and next of kin, hereby release, agree to defend, indemnify and hold harmless Twelve 28 Gives, their owners, directors, attorneys, sponsors, volunteers, and/or employees, and the Mohr Family, with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the releases or any third party. I have read this waiver and release of liability, fully understand its terms, understand that I have given up substantial rights by signing it, and sign freely and voluntarily without any indictment after consulting with my attorney.
4. The waiver and release of liability shall be construed broadly to provide a release and waiver to the fullest extent permissible under applicable law
5. Choice of Law: This agreement shall be governed by the laws of the State of Ohio



6. Dispute Resolution: The parties agree and consent that all disputes arising between them will be determined through binding mediation undertaken at Ohio Court of Claims using a mediator that is either selected by the parties unanimous agreement or randomly assigned by the court. If any such award remains unsatisfied within the term decided by the mediator, the mediation award may be reduced to a judgement in the Circuit Court of Hamilton County, which all parties agree shall be the appropriate forum and shall have sole and exclusive jurisdiction over the parties. All parties waive service of process and agree to accept service of summons by certified mail or overnight courier with standard proof of delivery filed in lieu of any affidavit of service.
7. Severability: In the event that any one or more provisions of this Agreement shall be declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
8. Entire Agreement: This agreement will constitute the entire agreement between the Grantee and Twelve 28 Gives and will apply exclusively , notwithstanding any terms and conditions in any prior agreements between them. This agreement may be modified only by a writing signed by the authorized representatives of both parties.
9. Assignability: Neither the benefits nor the obligations of agreement are assignable.
10. No Waiver: Failure to enforce any right or obligation of the other party shall not act as a waiver thereof.
11. I consent that all photos and communications provided to Twelve 28 Gives may be published to raise awareness of epilepsy.

\_\_\_\_\_ initial here to certify that I consent and agree to the terms of this Waiver and Release of Liability, as provided above.

REQUESTER SIGNATURE

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DATE: \_\_\_\_\_



I witnessed the above grant requester sign this form. I am age 18 or older.

Witness Name \_\_\_\_\_ Phone # \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Street Address \_\_\_\_\_

Witness City, State, Zip \_\_\_\_\_

Date \_\_\_\_\_ Email \_\_\_\_\_

Relationship to the person requesting the grant \_\_\_\_\_

\*All fields in above application are required, including the witness information.

Once completed, return form to:

Twelve 28 Gives

792 Maidstone Court

Cincinnati, Ohio 45230

OR

Complete, scan and email to [twelve28gives@gmail.com](mailto:twelve28gives@gmail.com)

\*Reminder, grants will be issued after receipt is either sent or emailed to Twelve 28 Gives. Grants will be issued within 14 days after approval.